

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

XPERTUNIVERSE, INC.,)	
)	
Plaintiff)	
)	
v.)	
)	Civil Action No. 09-157 (RGA)
)	
CISCO SYSTEMS, INC.,)	
)	
Defendant.)	

JURY VERDICT FORM

You, the jury, are to answer the following questions based on the evidence admitted at trial and according to all of the instructions I have given you.

A. FRAUDULENT CONCEALMENT

1. Did XpertUniverse prove, by a preponderance of the evidence, that Cisco committed fraud by concealment?

Answer “Yes” or “No”: _____

If you answered “Yes” to Question 1 then answer Question 2.

2. What damages do you find XpertUniverse has proven by a preponderance of the evidence it should recover for its loss that was caused by Cisco’s fraud by concealment?

Answer: \$ _____

B. INFRINGEMENT OF XPERTUNIVERSE’S PATENTS

1. Did XpertUniverse prove, by a preponderance of the evidence, that Cisco infringed Claim 5 of U.S. Patent No. 7,366,709?

Expert Advisor: **Answer “Yes” or “No” :** _____

Pulse: **Answer “Yes” or “No” :** _____

2. Did XpertUniverse prove, by a preponderance of the evidence, that Cisco infringed claim 12 of U.S. Patent No. 7,499,903? *(Please answer Yes or No for each accused product)*

Expert Advisor: Answer "Yes" or "No" : _____

Remote Expert: Answer "Yes" or "No" : _____

C. VALIDITY OF XPERTUNIVERSE'S PATENTS

1. Did Cisco prove, by clear and convincing evidence, that claim 5 of U.S. Patent No. 7,366,709 is invalid due to anticipation?

Answer "Yes" or "No" : _____

2. Did Cisco prove, by clear and convincing evidence, that claim 5 of U.S. Patent No. 7,366,709 is invalid due to obviousness?

Answer "Yes" or "No": _____

3. Did Cisco prove, by clear and convincing evidence, that claim 12 of U.S. Patent No. 7,499,903 is invalid due to anticipation?

Answer "Yes" or "No": _____

4. Did Cisco prove, by clear and convincing evidence, that claim 12 of U.S. Patent No. 7,499,903 is invalid due to obviousness?

Answer "Yes" or "No": _____

D. DAMAGES FOR CISCO'S PATENT INFRINGEMENT

Answer the question posed in this Section only if you (i) found, in Section B that XpertUniverse proved that Cisco infringed U.S. Patent No. 7,366,709 or 7,499,903, and (ii) found that Cisco did not prove that a claim for which you answered "Yes" in Section B was invalid.

1. What damages do you find XpertUniverse has proven by a preponderance of the evidence it should recover for Cisco's infringement of XpertUniverse's patents?

Products	Amount
Expert Advisor	\$ _____
Pulse	\$ _____
Remote Expert	\$ _____

Signed this ____ day of March, 2013:

JURY FOREPERSON

JUROR

JUROR

JUROR

JUROR

JUROR

JUROR

JUROR